

## **NOTICE OF RIGHTS**

*Eugene Brzozowski v. Pratt Industries, Inc., et al.*  
United States District Court, Northern District of Ohio, Western Division

**TO:** All current and former Production Engineers employed with Pratt Paper (OH), LLC who attended bootcamp training and did not receive overtime payment at a rate of 1.5 times their regular rate of pay for all hours worked in a workweek in excess of 40, including time spent completing training homework.

**RE:** Your right to join a conditionally certified collective action seeking to recover allegedly unpaid overtime compensation from Pratt Paper (OH), LLC

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**A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.**

**PLEASE READ THIS NOTICE CAREFULLY**

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### **I. INTRODUCTION**

The Fair Labor Standards Act (FLSA) protects the rights of certain non-exempt employees to be paid overtime at a rate of 1.5 times their regular rate of pay for all hours worked in excess of 40 per week. A worker may bring an action on his or her own behalf and on behalf of similarly situated employees. The worker(s) who brings the lawsuit is called a plaintiff, and those who are sued are called defendants. If a violation is proven, the right to be paid exists even for small amounts of unpaid time.

The purpose of this Notice is to inform you of the existence of a lawsuit against Pratt Paper (OH), LLC and your rights related to that lawsuit.

### **II. DESCRIPTION OF THE LAWSUIT**

**Plaintiff's position:** In the lawsuit, Eugene Brzozowski (the "Plaintiff") has alleged that Pratt Paper (OH), LLC failed to pay Production Engineers properly. Specifically, the Plaintiff claims that hourly-paid Production Engineers were not paid overtime payment for all hours worked in a workweek in excess of 40, including time spent completing training homework assignments. As a result, the Plaintiff is seeking unpaid overtime wages and attorneys' fees. Plaintiff is also seeking liquidated damages because it has alleged Pratt Paper (OH) has not complied in good faith with the laws regarding wage payments.

**Defendant's position:** Pratt Paper (OH), LLC denies that it violated any wage and hour laws, and is committed to complying with all federal, state, and local laws regarding wage payment.

**The Court's position:** The Court has not yet decided whether Plaintiff or Defendant is correct. The right to recover overtime compensation for Brzozowski or any plaintiff has not been established. By authorizing delivery of this Notice, the Court does not endorse the merits or the defenses of either Plaintiff or Defendant.

### **III. NO RETALIATION PERMITTED**

If you join this lawsuit, the law prohibits Pratt Paper (OH), LLC from retaliating against you as a result of your participation. Federal and state laws specifically prohibit an employer from taking any adverse employment action against an employee because he or she is seeking to enforce his or her right to recover regular and/or overtime pay that is allegedly due. The law protects current and former employees from retaliation regardless of whether they are ultimately determined to be entitled to compensation. Thus, whether the lawsuit is won or lost, every current or former employee who opts-in to the lawsuit is protected from retaliation.

### **IV. DEFINITION OF THE CLASS**

Plaintiff seeks to recover from Pratt Paper (OH), LLC on behalf of himself and those similarly situated who are current or former Production Engineers employed with Pratt Paper (OH), LLC who attended bootcamp training and did not receive overtime payment at a rate of 1.5 times their regular rate of pay for all hours worked in a workweek in excess of 40, including time spent completing training homework.

If you received a copy of this notice, Pratt Paper (OH), LLC's records indicate that you fit the above definition.

### **V. YOUR RIGHT TO PARTICIPATE IN THIS LAWSUIT**

The United States District Court for the Northern District of Ohio has authorized this notification to you, as a current or former Production Engineer, of the lawsuit alleging Pratt Paper (OH), LLC violated wage and hours laws by not compensating employees at an overtime premium for hours worked over 40 in one workweek due to homework performed outside of the training program.

The Court's authorization to send this Notice does not reflect a judgment by the Court about whether any current or former hourly employees of Pratt Paper (OH), LLC are entitled to compensation.

- **How do I join?**

It is entirely your own decision whether or not to join this lawsuit. To participate in this lawsuit, you need to fill out the enclosed form and mail it in the enclosed self-addressed stamped envelope.

**The enclosed form and envelope must be post-marked by [45 days from send date].** The form should be sent by mail, fax or email:

Mail: (TPA Information)

Fax: (TPA Information)

Email: (TPA Information)

If you decide to join this suit, you will be bound by the settlement or judgment, whether it is favorable or not. If there is a favorable resolution, either by settlement or judgment, and you qualify, you may be entitled to some portion of the recovery.

- **Will I be represented by a lawyer in this case?**

The law firm of Mansell Law LLC and its attorneys are the counsel representing the named Plaintiffs in this action. They are experienced in handling similar cases against other employers. Unless you choose your own lawyer or law firm, these attorneys will represent you in the action.

- **Want more information or have questions?**

You can contact the Plaintiff's attorneys at:

Greg Mansell, Esq.  
MANSELL LAW, LLC  
1457 S High St.  
Columbus, OH 43207  
(614) 610-4134  
Greg@MansellLawLLC.com

## **VI. EFFECT OF JOINING THIS LAWSUIT**

If you join the lawsuit, and the Court finds in favor of the Plaintiff, you may be entitled to a monetary recovery. However, if you join the lawsuit, and the Court rules in favor of Pratt Paper (OH), LLC, you will be entitled to no relief.

As a party to this lawsuit, there is a possibility that you may be required to take the following actions: (1) provide information about your employment with Pratt Paper (OH), LLC; (2) save, compile, and produce relevant documents in your possession; (3) give sworn testimony in response to questions posed to you by the Company's attorneys, either by way of sworn written responses, pre-trial deposition or at trial. If you join, the legal team (identified above) would work with you to make this process as convenient for you as possible.

You will not be required to pay any attorneys' fees. Plaintiff's attorneys are being paid on a contingency-fee basis, which means that, if there is no recovery, the attorneys will receive nothing. If there is a recovery, the attorneys will receive a part of any recovery obtained or may seek to obtain an award of attorneys' fees and may receive a fee through a separate payment by Pratt Paper ((OH), LLC. Also, if the Court ultimately concludes that Pratt Paper (OH), LLC is the prevailing party, you may or may not be liable for a portion of their costs – not including their attorneys' and expert fees.

By joining this lawsuit, you are designating the law firm and its attorneys identified above to represent your interest. In addition, by joining this lawsuit you will be bound by the judgment of the Court on all issues in this case, including the reasonableness of any settlement. In addition, joining the lawsuit may eliminate your right to file a related lawsuit on your own against Pratt Paper (OH), LLC.

## **VII. NO LEGAL EFFECT IN NOT JOINING THE LAWSUIT**

If you choose not to join this lawsuit, you will not be affected by any judgment or settlement rendered in this case, whether favorable or unfavorable. If you choose not to join in this lawsuit, you may file your own lawsuit. However, the pendency of this action will not stop the running of the statute of limitations as to any claims you may have until you file your own lawsuit.

**PLEASE DO NOT ATTEMPT TO CONTACT THE  
COURT REGARDING THIS LAWSUIT**